

Dubuque CSD

Teamsters #421 (Bus Drivers) 7/1/2003 6/30/2007

AGREEMENT

of

SCHOOL BUS DRIVERS
AND SCHOOL BUS ATTENDANTS

Represented by
International Brotherhood of Teamsters #421

and

DUBUQUE COMMUNITY SCHOOL DISTRICT
TRANSPORTATION DEPARTMENT

July 1, 2003
to
June 30, 2007

Table of Contents

Article I – Preamble	1
Article II – Recognition	1
2.2 Definitions	
Article III – Union Representatives, Access to Employees & Notices	1
3.1 Union Representatives	
3.2 Access to Employees	
3.3 Union Notices	
Article IV – Grievance Procedures.....	2
4.2 Definitions	
Article V – Dues Deduction	5
Article VI – Seniority, Probation and Layoffs.....	5
6.1 Seniority	
6.3 Other Conditions	
6.4 Probation	
6.5 Lay Offs	
Article VII – Bidding of Jobs – Bus Drivers	9
7.1 Definitions	
7.2 Bidding Procedure	
7.3 Other Conditions	
Article VIII – Bidding of Out-Of-District Trips	12
8.1 Definitions	
8.2 General Procedure for Bidding Out-Of-District Trips	
8.3 Other Conditions	
Article IX – Bidding In-District Trips	14
9.1 Definitions	
9.2 General Procedures for Bidding of Regular Trips	
9.3 Other Conditions	
Article X – Bus Drivers – Bidding of Vacancies and New Bus Routes ..	17
10.1 Bidding Procedure	
10.2 Other Conditions	
Article XI – Bidding Procedure – Bus Attendants	18
11.1 Bidding Procedures	
11.2 Other Conditions	
11.3 Record of Bidding	
Article XII – Bidding of Vacancies & New Bus Routes – Attendants	20
12.1 Bidding Procedures	
12.2 Other Conditions	
Article XIII – Bidding of Temporary Vacancies for Drivers	21
13.1 Definition	
13.2 Bidding Procedure	
13.3 Reversion	
13.4 Other Conditions	
Article XIV – Bidding of Temporary Vacancies for Attendants	23
14.1 Definition	
14.2 Bidding Procedure	
14.3 Reversion	
14.4 Other Conditions	

Article XV – Wages	24
15.1 Per Schedule B	
15.2 Probationary Employee Rate	
15.3 Overtime	
15.4 Pay for Meetings	
15.5 Layover Pay	
15.6 Pay for Work on Holidays	
15.7 Compensation for Training Service	
15.8 Other Pay	
Article XVI – Insurances	25
16.1 Health Insurance	
16.2 Dental Insurance	
16.3 Life Insurance	
Article XVII – Holidays	27
Article XVIII – Physical Examinations.....	28
Article XIX – Leaves	28
19.1 Sick Leave	
19.2 Bereavement Leave	
19.3 Leave for Jury and Witness Duty	
19.4 Other Temporary Leave	
19.5 Personal Leave	
19.6 Union Leave	
Article XX – Public Employer Rights.....	31
Article XXI – Compliance Clauses and Duration.....	31
21.1 Individual Contracts	
21.2 Separability	
21.3 Printing Agreement	
21.4 Notices	
21.5 Complete Agreement	
21.6 Duration	
APPENDIX.....	33
Schedule A – Grievance Report Form	34
Schedule B – Hourly Salary Rates	36
Schedule C – Dues Deduction Authorization Form	37
Schedule D – Personal Leave Reimbursement	38
Appendix A – 2003/04 Schedule of Prorated Insurance Amounts	39
Appendix B – 2004/05 Schedule of Prorated Insurance Amounts.....	40
Appendix C – 2005/06 Schedule of Prorated Insurance Amounts.....	41
Appendix D – 2006/07 Schedule of Prorated Insurance Amounts.....	42
2003/04 Schedule of Paydays.....	43
2004/05 Schedule of Paydays.....	44
2005/06 Schedule of Paydays.....	45
2006/07 Schedule of Paydays.....	46

ARTICLE I - PREAMBLE

This Agreement is entered into and made by the parties to set forth the negotiated understandings of the parties.

ARTICLE II - RECOGNITION

2.1 The Employer recognizes the Union, an affiliate of the International Brotherhood of Teamsters, as the certified exclusive and sole collective bargaining representative of all employees described by and defined in the Public Employment Relations Board's Certification in Case No. 299, issued October 10, 1975 and as amended by Case Nos. 898, 1204, 1678 and 1801. The term school bus driver and school bus attendant, as referred to in this Agreement (hereinafter referred to as a Bus Driver and a Bus Attendant), shall mean employees covered by the terms of this Agreement and who are employed by the District; but excluding the Garage Superintendent, the Transportation Manager, the Assistant Transportation Manager, Operations Supervisor, Dispatcher, and those persons excluded by Section 4 of the Public Employment Relations Act (Section 20.4, Code of Iowa 1975).

2.2 Definitions - When used in this Agreement, the following terms shall have the following meanings:

a. The term "Employer" shall mean the Dubuque Community School District, or when specified hereinafter, its Board of Education or other representatives or agents.

b. The term "Union" shall mean the General Drivers & Helpers Union, Local 421 or its duly authorized representatives or agents.

ARTICLE III - UNION REPRESENTATIVES, ACCESS TO EMPLOYEES, AND NOTICES

3.1 Union Representatives - The Employer shall recognize as Union Stewards or Union Committeepersons representing the Union only those employees officially designated as such, in writing, by the Union. The Union shall provide a written list of the names of the Union Stewards, together with such reasonable evidence of designation as the Employer may request, immediately after each such designation or change of such designation by the Union.

3.2 Access to Employees - Representatives of the Union who are not employees of the Employer shall have access to employees on employees' non-working time to investigate grievances and to conduct other lawful Union business relating to this Agreement, provided that such access shall not interfere with or interrupt the normal operations of the school system. Advance notice of intended access to employees on the property of the Employer shall be given to the employee's immediate supervisor.

3.3 Union Notices - The Union shall have the right to post notices of Union meetings, its elections and the results thereof, and its social and educational activities, and other such notices as may be mutually agreed upon between the Union and the Employer's Transportation Manager. Posting of notices, advertisements or information of any kind may only be posted on the designated bulletin board.

The Union agrees to hold the Employer and any of its agents and representatives harmless against any claims or liability and all costs, including but not limited to Court costs and attorney's fees, arising out of the operation of this provision.

ARTICLE IV - GRIEVANCE PROCEDURE

4.1 The purpose of this procedure is to provide a prompt, orderly method for securing, at the lowest possible level, an equitable solution to grievances, without interference with the operations of the school system. The Employer and the Union agree that grievance proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

4.2 Definitions - When used in this Article, the following terms shall have the following meanings:

a. The term "grievance" shall mean a claim by an aggrieved employee that there has been a violation of a specific provision of this Agreement.

b. The term "Union Steward" shall mean an employee representing the Union while employed by the Employer and who is designated in writing by the Union as such and which writing has been provided to the Employer under Article 3.1 of this Agreement.

c. The term "calendar days" shall mean consecutive calendar days.

d. The term "Transportation Manager" shall mean the supervisor in charge of the Employer's transportation department.

4.3 Any grievance shall be processed in the following manner and sequence:

STEP 1 - The aggrieved employee shall attempt to resolve the grievance informally, within seven (7) calendar days of this occurrence, by informal discussion with the Operations Supervisor. One Union Steward may be present at such informal discussion if the employee so desires. The immediate supervisor shall reply orally or in writing to the aggrieved employee within seven (7) calendar days after discussion of the grievance.

STEP II - If, after discussion with the employee's immediate supervisor at STEP I, the grievance is not resolved and the aggrieved employee wishes to appeal the grievance to STEP II, the employee shall reduce the grievance to writing (on the Grievance Report Form attached to this Agreement as Schedule A) and submit the form to the Transportation Manager. The written grievance report form shall be filed within seven (7) calendar days after receipt of the immediate supervisor's oral or written reply at STEP I. The written grievance shall contain a clear and concise statement of the alleged grievance, including the facts upon which the grievance is based, the issues involved, the specific provision or provisions of this Agreement involved, and the relief sought. The Transportation Manager shall meet with the employee and/or, if the employee so requests, one Union Steward, or the Union Business Agent, within seven (7) calendar days after receipt of the grievance by the Transportation Manager. The Transportation Manager shall provide a written answer, on the Grievance Report Form, to the employee, with a copy to the Union, within seven (7) calendar days after such meeting. The employee shall acknowledge receipt of a copy of the written answer of the Transportation Manager by the employee's signature on the Grievance Report Form.

STEP III - If the grievance is not resolved by STEP II and the employee wishes to appeal the grievance to STEP III, the employee or, with the written consent of the employee, the Union, shall submit the written grievance to the Executive Director of Finance and Business Services or designee within seven (7) calendar days after receipt by the employee of the Transportation Manager's written answer. The Executive Director of Finance and Business Services or designee shall meet with the employee and/or, if the employee so requests, one Union Steward, or the Union Business Agent, within seven (7) calendar days after receipt of the grievance by the Executive Director of Finance and Business Services or designee. The Executive Director of Finance and Business Services or designee shall provide a written answer to the employee, with a copy to the Union, within seven (7) calendar days of such meeting. The employee shall acknowledge receipt of the copy of the written answer of the Executive Director of Finance and Business Services or designee by the employee's signature on the Grievance Report Form.

STEP IV - Any grievance not resolved at STEP III of the grievance procedure may be appealed by the Union by written notice of a request for arbitration on the Grievance Report Form signed by the Union President or Business Agent submitted to the Superintendent or designee within ten (10) calendar days of receipt by the employee of the Executive Director of Finance and Business Services' or designee's written answer at STEP III. Within seven

(7) calendar days of receipt by the Superintendent of the written notice of request for arbitration, representatives of the Employer and the Union shall attempt to select a mutually acceptable arbitrator. If the Employer and the Union fail to agree on an arbitrator, they shall within ten (10) days of the arbitration notice jointly request the Public Employment Relations Board (PER Board) to submit a list of five (5) arbitrators. Within five (5) days after receipt of such list, the designated representatives of the Employer and the Union shall meet and shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list until four (4) names have been struck. The fifth and remaining person shall act as arbitrator.

The arbitrator shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written opinion and award. The arbitrator shall have no authority or power to add to, subtract from or modify or amend any term of this Agreement. The arbitrator shall have no authority or power to substitute his/her discretion for that of the Employer in any matter reserved to the Employer by law or the terms of this Agreement. A decision of the arbitrator shall, within the scope of his/her authority, be final and binding upon the parties.

The Employer and the Union will share equally any joint costs of the arbitration procedure, such as arbitrator list, the fee and expense of the arbitrator, and the cost of the hearing room. Any other expenses shall be paid by the party incurring them.

4.4 The failure of an employee or the Union or its representatives to properly initiate or appeal a grievance to the next step within the time limits specified above shall bar initiation or further appeal. The failure of an administrator designated herein to reply to or answer a grievance within the time limits specified above shall permit the aggrieved employee, or, where applicable, the Union, to proceed to process the grievance to the next step. The time limits specified above may be extended by mutual agreement.

4.5 All grievances at STEPS II, III, and IV shall be presented, discussed, and processed on the employee's non-working time. Any grievance at STEP I may be discussed by the employee and his/her immediate supervisor during the employee's working time, so long as such meeting and discussion do not interfere with the job, duties and assignments of the employee and, where applicable, the Union Steward, and do not interrupt the normal operations of the school system.

ARTICLE V - DUES DEDUCTION

5.1 Any employee who is a member of the Union may sign and deliver to the Employer's payroll department an authorization form for payroll deduction of regular Union dues and DRIVE contributions in the form set forth in Schedule C. The authorization form shall be approved by the District and shall be provided to employees by the Union and it shall be the responsibility of the Union to inform its members of the procedures for payroll deduction of Union dues.

5.2 The Employer shall make monthly deductions, as authorized by the employee, commencing with the last paycheck in September continuing through the employee's last paycheck in May and ending when revoked by Bus Drivers and Bus Attendants, in the amounts specified in such authorization form. There will be no dues deductions for Bus Drivers or Bus Attendants in the months of June, July and August. Authorization forms for returning Bus Drivers or Bus Attendants no longer on probationary status must be submitted to the Employer's Payroll Department by September 10. New employees who have successfully completed their probationary period will be given an opportunity to authorize dues and DRIVE deductions by completing the form in Schedule C and delivering same to the Employer's Payroll Department, no later than twenty (20) days prior to the employee's end of the month scheduled paycheck or the last paycheck in any month October through May, if dues payments are to begin after the month of September. A Bus Driver or Bus Attendant hired may authorize dues deduction by submitting the authorization form to the Employer's Payroll Department no later than ten (10) calendar days after completion of probationary status.

5.3 The Employer will remit such dues to the Union within thirty (30) days after each such deduction.

5.4 Any authorization for dues deduction may be terminated at any time upon thirty (30) days written notice to the Employer's Payroll Department by an employee.

5.5 The Union agrees to hold the Employer and any of its agents and representatives harmless against any claims or liability and all costs, including but not limited to Court costs and attorneys' fees, arising out of the operation of this Article.

ARTICLE VI - SENIORITY, PROBATION & LAYOFFS

6.1 Seniority - For purposes of this Agreement, "seniority" is defined as continuous length of employment from most recent date of hire.

6.2 For the purposes of this Agreement, classification seniority is defined in the following manner:

Classification I - Bus Drivers with combination AM and PM routes

a. Bus Drivers' continuous length of employment from their most recent date of hire in this classification or from the date of the employee's transfer to this classification.

b. Bus Drivers must be available to work both AM and PM combination routes five (5) days per week.

c. Drivers not having bid a noon route but having bid an AM/PM combination route are eligible to substitute noon route vacancies on a daily basis by seniority. Drivers not wishing to bid noon routes may sign a form removing their names from the eligibility list for the entire school year. New or permanent noon routes would not be covered by this section of the contract.

Drivers refusing a noon route on seven (7) occasions during the school year, will have their name removed from the list for the duration of the school year. Refusals to take a noon route because of other driving trip conflicts, going beyond forty (40) hours for the week, scheduled half (½) day leave for the afternoon or other legitimate reasons approved by the department will not count towards the seven (7) time refusal count.

Classification II - Bus Drivers with AM or PM only route

a. Bus Drivers' continuous length of employment from their most recent date of hire in this classification or from the date of the employee's transfer to this classification.

b. Bus Drivers must be available to work their AM or PM only route five (5) days per week.

Classification III - Relief Bus Drivers

a. Relief drivers will be utilized only when all other Bus Drivers are already assigned.

b. Relief drivers may be available only for certain times of the year and need not be available every day of the week.

c. Relief drivers accumulate no seniority and receive no benefits while employed as a relief driver.

Classification IV - Bus Attendants with combination AM and PM routes

a. Bus Attendants' continuous length of employment from their most recent date of hire in this classification or from the date of the employee's transfer to this classification.

b. Bus Attendants must be available to work both AM or PM combination routes five (5) days per week.

c. Bus Attendants not having bid a noon route but having bid an AM/PM combination route are eligible to substitute noon route vacancies on a daily basis by seniority. Bus Attendants not wishing to bid noon routes may sign a form removing their names from the eligibility list for the entire school year. New or permanent noon routes would not be covered by this section of the contract.

Bus Attendants refusing a noon route on seven occasions during the school year, will have their name removed from the list for the duration of the school year. Scheduled half day leave for the afternoon or other legitimate reasons approved by the department will not count towards the seven time refusal count.

Classification V - Bus Attendants with AM or PM only routes

a. Bus Attendants' continuous length of employment from their most recent date of hire in this classification or from the date of the employee's transfer to this classification.

b. Bus Attendants must be available to work their AM or PM only route five (5) days per week.

Classification VI - Relief Bus Attendants

a. Relief attendants will be utilized only when all other Bus Attendants are already assigned.

b. Relief attendants may be available only for certain times of the year and need not be available every day of the week.

c. Relief attendants accumulate no seniority and receive no benefits while employed as a relief attendant.

6.3 Other Conditions

a. A Bus Driver may request a temporary change of classification between Classifications I and II for up to one (1) calendar year. This request must be in writing and submitted to the Superintendent or designee and shall state the reason (which is consistent with FMLA criteria) for such temporary request. If the request is approved, the change in the person's seniority status will not occur but will require a change in benefits that coincide with the reduced benefits of the new classification.

b. A Bus Attendant may request a temporary change of classification between Classifications IV and V for up to one (1) calendar year. This request must be in writing and submitted to the Superintendent or designee and shall state the reason (which is consistent with FMLA criteria) for such temporary request. If the request is approved, the change in the person's seniority status will not occur but will require a change in benefits that coincide with the reduced benefits of the new classification.

c. Seniority will be broken by an employee's resignation or termination.

d. A permanent transfer between job classifications will result in a new classification seniority date.

e. If two or more employees are employed by the Employer within any of the above classifications on the same date, then seniority of such employees within such classifications shall be determined by alphabetical order according to the last names of such employees. If the last names of any such employees are identical, then seniority shall be determined alphabetically by the first names of such employees.

6.4 Probation - All new Bus Drivers shall have the status of probationary employees for fifty (50) working days. Probationary days for school bus drivers will begin to accumulate after drivers have completed all required training and have been approved by the Transportation Manager or designee to drive independent of direct supervision.

All new Bus Attendants shall have the status of probationary employee for sixty (60) working days from the first day on the job. Any employee retained by the Employer after completion of the probationary period shall obtain regular employee status and shall have seniority within the above job classifications retroactive to the date of hire by the Employer.

6.5 Lay Offs

a. In the event that the Employer determines that employees must be laid off in the previously listed classifications, probationary employees within such classifications will be laid off first. If additional layoff is necessary, a senior employee may opt for layoff prior to the layoff of a less senior employee. The duration of the layoff period would continue until the employee is recalled by the Employer. Employees on layoff desiring to return to work must notify the Transportation Manager of their intention prior to May 31 of the current contract year. An employee recalled to a position, must promptly return or said employee will be considered as having resigned.

b. Laid off employees shall advise the Superintendent or designee of their current address during lay off. If the employer decides to recall employees within the above categories, employees in such categories shall be recalled in the inverse order of lay off. If one year has elapsed since an employee's lay off, seniority and recall rights shall terminate. If a laid off employee fails to notify the Superintendent or designee of a change of address within fifteen (15) calendar days of such change of address, or fails within fifteen (15) calendar days of receipt of written notice of recall to notify the Superintendent or designee of his or her desire and availability to return to work, all seniority and recall rights shall terminate. Seniority, experience credit, and fringe benefits shall not accrue during layoff.

c. The Employer shall maintain separate seniority lists for each classification, except for Classification III and VI.

ARTICLE VII - BIDDING OF JOBS - BUS DRIVERS

7.1 Definitions

Bus Route - A bus route is one or more bus runs combined and assigned a bus number.

AM Route - A bus route normally scheduled between the hours of 5:00 a.m. and 11:00 a.m.

Noon Route - A bus route normally scheduled between the hours of 10:00 a.m. and 2:00 p.m.

PM Route - A bus route normally scheduled between 12:00 Noon and 5:00 p.m.

Shuttle Run - The transportation of a student or students between locations that is assigned to an AM, Noon or PM route for one (1) to five (5) days per week and all or part of a year. In some situations the shuttle run may become a route and assigned a bus number.

*Note: Any route with hours falling between 12:00 Noon and 1:30 p.m. will be designated as either a noon route or PM route at the discretion of the Transportation Manager.

Seniority - For bidding purposes Bus Drivers will bid in seniority order by classifications with Classification I first followed by Classification II.

7.2 Bidding Procedure

A. General Procedures – All Bus Attendants will bid their routes prior to the bidding of Bus Drivers' routes. Bidding by Bus Drivers of AM/PM combination routes, AM or PM only routes or noon routes shall occur once yearly at a time and place to be determined by the Transportation Manager. Employees will bid in person or by written proxy on a form provided by the Transportation Department. Route descriptions shall be made available to the drivers in advance of the bidding date by the following schedule:

Day 1 - Routes on display

Day 2 - Routes on display

Day 3 - Routes on display until 10:00 a.m. After completion of the bidding process by bus attendants, first half of Classification I seniority list assigned to bid with the greatest seniority first.

Day 4 - Routes on display

Day 5 - Routes on display through 10:00 a.m. After 10:00 a.m. (in the following order) last half of Classification I seniority list, all of Classification II seniority list with the greatest seniority first.

B. Specific Procedures for Bidding AM/PM Combination Routes - Each Bus Driver, in this classification, in the order of greatest seniority first, shall be assigned by the Transportation Manager five (5) minutes of uninterrupted time to bid, from the combinations then remaining, on a combination of one A.M. route and one P.M. route. A Bus Driver who fails to select a combination of one A.M. route and one P.M. route in his or her allotted time shall be assigned a combination by the Transportation Manager from those available at the expiration of such employee's bidding time. Each Bus Driver shall be allowed his or her full five (5) minutes to bid, but any bid or assignment by the Transportation Manager shall not thereafter be withdrawn or changed by the Bus Driver.

C. Specific Procedures for Bidding of Noon Routes - The bidding of noon routes is open only to Bus Drivers who have bid an AM/PM combination route; provided, however, no Bus Driver may bid a noon route if the award of same to such employee would require the Bus Driver to work more than forty (40) hours during any regularly scheduled work week.

D. Specific Procedures for Bidding of AM Only or PM Only Routes - Each Bus Driver in this classification, in the order of greatest seniority first, shall be assigned by the Transportation Manager five (5) minutes of uninterrupted time to bid on any AM only or PM only routes available. Any Bus Driver who fails to select an AM only or PM only route in their allotted time shall be assigned to an available AM only or PM only route by the Transportation Manager from those available at the expiration of such employee's bidding time. Each Bus Driver shall be allowed a full five minute bidding period and any bid or assignment by the Transportation Manager shall not thereafter be withdrawn or changed by the Bus Driver.

E. Normal annual bidding calls for a.m. and p.m. routes to be assigned in combination; however, open routes may be assigned at the discretion of the Manager of Transportation or designee for the duration of the school year.

F. Management reserves the right to assign Bus Drivers who have special training and experience to those routes that serve the requirements of special needs students. Prior to making the assignment, affected Bus Drivers shall be consulted.

G. Failure to Report for Bidding. Bus Drivers who fail to report or provide a written proxy (form provided by the Transportation Department) to bid will be assigned routes by the Transportation Manager after all other Bus Drivers in that classification have bid a route.

H. Bus Drivers who are not awarded bus routes will be utilized as substitute Bus Drivers providing they are available to work on days school is in session.

1. Substitute drivers will receive driving assignments on a seniority basis within their classifications with Classification I being first.

2. All drivers on the Classification I seniority list will be eligible for bidding in- and out-of-district trips.

3. All drivers on the Classification II seniority list are eligible for assignment to in-and out-of-district trips if AM/PM combination route drivers are unavailable or would require overtime.

4. Drivers will maintain their seniority dates unless interrupted by resignation, termination or classification change.

7.3 Other Conditions - It is expressly understood and agreed as follows:

a. No Bus Driver shall be allowed to drive over forty (40) hours per week on any regularly scheduled bus route or combination of bus routes.

b. Bus routes may be added to, deleted from or changed at any time by the Transportation Manager, at his/her discretion. Route changes of one-half (½) hour or more affecting an employee's two (2) hour guarantee may be discussed at a scheduled Union Management meeting.

c. A Bus Driver required to drive a regular scheduled A.M. route, noon route, or P.M. route, will receive no less than two (2) hours pay or two (2) hours work, assigned at the discretion of the Transportation Manager. Payment for such time shall be at the driver's regular rate of driving pay under Article XV - Wages, for each such A.M. route, noon route, or P.M. route. No Bus Driver shall receive pay on more than one basis for the same hours.

d. The Transportation Manager shall make and maintain a record of the yearly bidding of the routes accepted by individual Bus Drivers. Such record shall be available for examination by any Bus Driver during Transportation Office hours for one calendar week after completion of the yearly bidding. A copy of such record shall be furnished to the Union one week after completion of the yearly bidding.

ARTICLE VIII - BIDDING OF OUT-OF-DISTRICT TRIPS

8.1 Definitions

Out-of-District Trips: For the purpose of this Article, an out-of-district trip is a trip that is to go outside the boundaries of the Dubuque Community School District and is not a regularly scheduled bus route or route under Article VII (Bidding of Jobs) and is driven by a Bus Driver on a school bus.

Shuttle Trip: An out-of-district trip that does not require the driver to stay with the activity.

School Bus: For the purpose of this Article, a school bus is a vehicle operated by the Dubuque Community School District for the purpose of transporting school children from home to school and from school to home.

Work Week: For the purpose of this Article, a work week shall begin at 12:01 a.m. Monday and end at 12:00/midnight on the following Sunday.

Seniority List: For the purpose of this Article, the seniority list shall be compiled by the Transportation Manager from the Classification I seniority list under Article VI, Seniority, Probation and Layoffs and shall contain the names, by greatest seniority first, of Bus Drivers who have signed and returned a contract to the Transportation Manager. The name of any Bus Driver completing probationary status may be added to said list, as provided hereinafter, at the place commensurate with such employee's seniority under Article VI, Seniority, Probation and Layoffs.

Bus Driver: For the purposes of this Article, a Bus Driver shall be a person who has completed his or her 50 working day probationary period and is under contract with the District.

8.2 General Procedure for Bidding Out-Of-District Trips

a. Each Bus Driver will be offered three out-of-district trips, if three trips are then available, on each occasion. In the event that there are less than three out-of-district trips available on any occasion, Bus Drivers will be offered that number of out-of-district trips then available. Each Bus Driver must accept one out-of-district trip in every three consecutive occasions. The name of any Bus Driver who fails to accept and drive one trip out of every three consecutive occasions will be removed from the list and such Bus Driver will not be eligible to bid any out-of-district trips until the next school year.

b. Bidding by Bus Drivers for out-of-district trips shall be by bus radio, telephone, or in person. When by bus radio, bidding shall be during the hours that A.M., P.M., and/or noon routes are in operation and shall be made by the Transportation Manager or designee. Bidding of out-of-district trips shall be on a rotation basis based on the seniority list kept by the Transportation Manager. The rotation of the list shall mean that the Transportation Manager will begin at the top of the list and go to the bottom and then begin at the top again. Bus Drivers, in the order of rotation of the compiled list, will be given an opportunity to bid on one of the three or less out-of-district trips offered as the employee's name reaches the top of the compiled list. Each bidding Bus Driver will have a maximum of 15 minutes to accept one of the three or less out-of-district trips offered. Any time an out-of-district trip has been offered and not accepted by five (5) different Bus Drivers bidding consecutively, or any time the request for an out-of-district trip arrives in the Transportation Office less than seven (7) calendar days before the originally scheduled departure time of such trip, such trip shall be assigned by the Transportation Manager to any eligible Bus Driver. A Bus Driver who has accepted an out-of-district trip which is subsequently cancelled shall be eligible to bid another out-of-district trip. If the Driver of the cancelled trip is not notified of the cancellation in a timely manner and reports to work, the Driver shall be guaranteed a minimum of two (2) hours work or report time.

c. No Bus Driver who has accepted an out-of-district trip may change his or her mind and return the trip sheet within 24 hours of the departure time of the out-of-district trip unless such Bus Driver is excused from such trip by the Transportation Manager or designee, at his/her discretion. A Bus Driver returning a trip sheet and refusing to drive an out-of-district trip within such 24 hour period and who is not excused as provided above shall have his or her name removed from the out-of-district trip list and such employee will not be eligible to drive any out-of-district trips until the next school year.

1. Drivers who are absent on leave will NOT be contacted to bid if the bidding is conducted on days they are absent.

d. Late Notice – In the event the Transportation Department receives a new or returned trip within 12 hours or less of the time the trip is to be taken, the trip will be assigned by the Manager of Transportation at his/her discretion.

8.3 Other Conditions - It is further expressly understood and agreed as follows:

a. No Bus Driver by bidding any one or more out-of-district trips under this Article shall work over 40 hours in any one work week in the performance of any and all duties for the Employer.

b. All out-of-district trips may be added to, deleted from or changed at the discretion of the Transportation Manager.

c. The Transportation Manager may, at his/her discretion, combine one or more out-of-district trips.

d. No Bus Driver may bid and/or accept any out-of-district trip which conflicts with such employee's regular A.M. or Noon route, unless no other Bus Driver eligible for out-of-district trips will accept or is available to be assigned such out-of-district trip by the Transportation Manager.

e. The Transportation Manager shall maintain a record of out-of-district trips, including, by date, out-of-district trips bid, accepted, and rejected by individual Bus Drivers, and out-of-district trips cancelled. Such record shall be available for examination by any Bus Driver during Transportation Department office hours.

f. Only drivers in Classification I will be eligible to bid out-of-district trips unless unavailable or the trip would require overtime.

g. Drivers giving up a regular p.m. afternoon route to take an out-of-district activity trip scheduled on a regular school day will receive no less than three (3) hours driving pay or three (3) hours work, assigned at the discretion of the Manager of Transportation.

ARTICLE IX - BIDDING IN-DISTRICT TRIPS

9.1 Definitions

In-District Trip: For the purpose of this Article, an in-district trip is a trip that is to stay inside the boundaries of the Dubuque Community School District and is not a regularly scheduled bus route or route under Article VII (Bidding of Jobs) and is driven by a Bus Driver on a school bus.

School Bus: For the purpose of this Article, a school bus is a vehicle operated by the Dubuque Community School District for the purpose of transporting school children from home to school and from school to home.

Work Week: For the purpose of this Article, a work week shall begin at 12:01 a.m. Monday and end at 12:00/midnight on the following Sunday.

Shuttle Trip: For the purpose of this Article, a shuttle trip is an in-district trip that does not require the driver to stay with the activity and/or any in-district trip the request for which arrives in the Transportation Office less than seven (7) calendar days before the originally scheduled departure time of such trip.

Regular Trip: For the purpose of this Article, a regular trip is an in-district trip that requires the Bus Driver to stay with the activity, and the request for which arrives in the Transportation Office seven (7) or more calendar days before the originally scheduled departure time of such trip.

Seniority List: For the purpose of this Article, the seniority list shall be compiled by the Transportation Manager from the seniority list under Article VI, Seniority, Probation and Layoffs and shall contain the names, by greatest seniority first, of Bus Drivers who are under contract with the District.

Bus Driver: For the purpose of this Article, a Bus Driver shall be a person who is under contract with the District.

9.2 General Procedures for Bidding of Regular Trips

a. Bus Drivers will be offered three regular trips, if three trips are then available, on each occasion. In the event that there are less than three regular trips available on any occasion, Bus Drivers will be offered the number of regular trips then available. Each Bus Driver must accept one regular trip in every three occasions. A Bus Driver who fails to accept and drive one trip out of every three occasions will have his/her name removed from the list and will not be eligible to bid any regular trips until the next school year.

b. Bidding by Bus Drivers for regular trips shall be by bus radio, telephone, or in person. When by bus radio, bidding shall be during the hours that A.M., P.M., and/or noon routes are in operation and shall be made by the Transportation Manager or designee. Bidding of regular trips shall be on a rotation basis based on the seniority list maintained by the Transportation Manager or designee. The rotation of the list shall mean that the Transportation Manager or designee will begin at the top of the list and go to the bottom and then begin at the top again. Bus Drivers, in the order of rotation of the compiled list, will be given an opportunity to bid on one of the three or less regular trips offered as the employee's name reaches the top of the compiled list. Each bidding Bus Driver will have a maximum of 15 minutes to accept one of the three or less regular trips offered. Any time a regular trip has

been offered and not accepted by five different Bus Drivers bidding consecutively, such trip shall be assigned by the Transportation Manager to any eligible Bus Driver. Any Bus Driver who has accepted a regular trip which is subsequently cancelled shall be eligible to bid another regular trip. Regular trips accepted by Bus Drivers cannot be refused within twenty four (24) hours of the scheduled trip unless excused by the Transportation Manager or designee. Drivers refusing to take the trip and not excused by the Transportation Manager or designee shall have his or her name removed from the seniority list and will be ineligible to drive any trips until the next school year.

c. Assignments of Shuttle Routes - Bus Drivers will be assigned all shuttle routes at the discretion of the Transportation Manager. No such assignment shall affect the bidding of regular trips.

d. Late Notice - In the event the Transportation Department receives a new or returned trip within twelve (12) hours or less of the time the trip is to be taken, the trip will be assigned by the Manager of Transportation at his/her discretion.

9.3 Other Conditions - It is further expressly understood and agreed as follows:

a. No Bus Driver by bidding any one or more regular trips under this Article shall work over 40 hours in any one work week in the performance of any and all duties for the employer.

b. All regular and shuttle trips may be added to, deleted from, or changed at the discretion of the Transportation Manager.

c. The Transportation Manager may, at his/her discretion, combine one or more regular or shuttle trips.

d. No Bus Driver may bid and/or accept any regular trip which conflicts with such employee's regular A.M. or Noon route, unless no other Bus Driver eligible for regular trips will accept or is available to be assigned such regular trip by the Transportation Manager.

e. Only drivers in Classification I will be eligible to bid in-district trips unless unavailable or the trip would require overtime.

ARTICLE X - BUS DRIVERS - BIDDING OF VACANCIES AND
NEW BUS ROUTES

10.1 Bidding Procedure

a. Whenever a vacancy exists as a result of termination or resignation of a Bus Driver during the school year or a new bus route is established, the vacancy shall be posted for bid. Only two (2) changes will be permitted as a result of one (1) posting.

b. Bidding by Bus Drivers shall be in writing submitted to the Transportation Manager within seven (7) calendar days from posting of such vacancy or new route.

c. Awarding of such vacancies and new routes shall be by seniority of the Bus Drivers eligible to bid, the greatest seniority first and the least seniority last.

d. A Bus Driver in Classification I bidding and awarded a AM/PM combination route vacancy or new route shall be ineligible to bid AM/PM combination route vacancies or new routes for the balance of the current school year.

e. A Bus Driver in Classification II bidding and awarded a vacancy or new route shall be ineligible to bid other vacancies or new routes for the balance of the current school year.

f. A Bus Driver bidding and awarded a noon vacancy or new noon route shall not again be eligible to bid noon vacancies and/or new noon routes for the balance of the current school year.

g. Vacancies created as a result of the second job award will not be posted for bid and shall be offered, by seniority, by the Transportation Manager or designee to any Bus Driver not then driving an AM/PM combination route and accepted by him/her.

h. A vacancy or new route not bid by any eligible Bus Driver may be assigned by the Transportation Manager to any Bus Driver not then driving a bus route bid and accepted by him/her.

i. A Bus Driver bidding and accepting a vacancy or new route shall learn such route or combination of routes on employee's non-working time, without pay; provided, however, that such employee in learning same shall be accompanied by the Transportation Manager or designee if requested by the Bus Driver.

10.2 Other Conditions - It is further expressly understood and agreed as follows:

a. No Bus Driver shall be allowed to drive over forty (40) hours per week on any regularly scheduled bus route or combination of bus routes.

b. Vacancies and/or new routes may be added to, deleted from, or changed at any time by the Transportation Manager, at his/her discretion.

ARTICLE XI - BIDDING PROCEDURE - BUS ATTENDANTS

11.1 Bidding Procedures

A. General Procedures - All Bus Attendants will bid their routes prior to the bidding of the Bus Drivers' routes. Bidding by Bus Attendants of AM/PM combination routes, AM or PM only routes or noon routes shall occur once yearly at a time and place to be determined by the Transportation Manager. Bus Attendants in Classification IV followed by Classification V will bid with the greatest seniority first. Employees may bid in person or by written proxy on a form provided by the Transportation Department. Route descriptions shall be made available to the attendants in advance of the bidding date by the following schedule:

Day 1 - Routes on display

Day 2 - Routes on display

Day 3 - Routes on display until 10:00 a.m. Bus Attendants in Classification IV followed by Classification V will bid with the greatest seniority first.

B. Specific Procedures for Bidding AM/PM Combination Routes - Each Bus Attendant, in this classification, in the order of greatest seniority first, shall be assigned by the Transportation Manager five (5) minutes of uninterrupted time to bid, from the combinations then remaining, on a combination of one A.M. route and one P.M. route. A Bus Attendant who fails to select a combination of one A.M. route and one P.M. route in his or her allotted time shall be assigned a combination by the Transportation Manager from those available at the expiration of such employee's bidding time. Each Bus Attendant shall be allowed his or her full five (5) minutes to bid, but any bid or assignment by the Transportation Manager shall not thereafter be withdrawn or changed by the Bus Attendant.

C. Specific Procedures for Bidding of Noon Routes - The bidding of noon routes is open only to Bus Attendants who have bid an AM/PM combination route; provided, however, no Bus Attendant may bid a noon route if the award of same to such employee would require the Bus Attendant to work more than forty (40) hours during any regularly scheduled work week.

D. Specific Procedures for Bidding of AM Only or PM Only Routes - Each Bus Attendant in this classification, in the order of greatest seniority first, shall be assigned by the Transportation Manager five (5) minutes of uninterrupted time to bid on any AM only or PM only routes available. Any Bus Attendant who fails to select an AM only or PM only route in their allotted time shall be assigned to an available AM only or PM only route by the Transportation Manager from those available at the expiration of such employee's bidding time. Each Bus Attendant shall be allowed a full five (5) minute bidding period and any bid or assignment by the Transportation Manager shall not thereafter be withdrawn or changed by the Bus Attendant.

E. Failure to Report for Bidding - Bus Attendants who fail to report or provide a written proxy (form provided by the Transportation Department) to bid will be assigned routes by the Transportation Manager after all other Attendants in that classification have bid a route.

F. Management reserves the right to assign Bus Attendants who have special training and experience to those routes that serve the requirements of special needs students. Prior to making the assignment, affected Bus Attendants shall be consulted.

11.2 Other Conditions - It is further expressly understood and agreed as follows:

a. Bus Attendant routes may be added to, deleted from, or changed at any time by the Transportation Manager, at his/her discretion.

b. A Bus Attendant assigned a regular scheduled A.M. Route, P.M. Route or Noon Route will receive no less than two (2) hours pay or two (2) hours work, assigned at the discretion of the Transportation Manager, at such regular rate of pay under Article XV - Wages, for each such A.M. Route, P.M. Route or Noon Route. No Bus Attendant shall receive pay on more than one basis for the same hours.

c. No Bus Attendant shall be allowed more than one (1) A.M., one (1) P.M. or one (1) Noon Route or more than forty (40) hours per week.

d. Buses transporting severe behavior disorder students may have a behavior disorder associate assigned to it at the discretion of the employer. Behavior disorder associate assignments will not be used to limit or reduce the number of Bus Attendants employed.

11.3 Record of Bidding

The Transportation Manager shall make and maintain a record of the yearly bidding of the Routes accepted by individual Bus Attendants. Such record shall be available for examination by any Bus Attendant during Transportation Office hours for one calendar week after completion of the yearly bidding. A copy of such record shall be furnished to the Union one week after completion of the yearly bidding.

ARTICLE XII - BIDDING OF VACANCIES AND NEW BUS ROUTES - BUS ATTENDANTS

12.1 Bidding Procedures

- a. Whenever a vacancy exists as a result of termination or resignation of a Bus Attendant during the school year or a new bus route is established, the vacancy shall be posted for bid. Only two (2) changes will be permitted as a result of one (1) posting.
- b. Bidding by Bus Attendants shall be in writing submitted to the Transportation Manager within seven (7) calendar days from posting of such vacancy or new route.
- c. Awarding of such vacancies and new routes shall be by seniority of the Bus Attendants eligible to bid, the greatest seniority first and the least seniority last.
- d. A Bus Attendant in Classification IV bidding and awarded an AM/PM combination route vacancy or new route shall be ineligible to bid AM/PM combination route vacancies or new routes for the balance of the current school year.
- e. A Bus Attendant in Classification V bidding and awarded a vacancy or new route shall be ineligible to bid other vacancies or new routes for the balance of the current school year.
- f. A Bus Attendant bidding and awarded a noon vacancy or new noon route shall not again be eligible to bid noon vacancies and/or new noon routes for the balance of the current school year.
- g. Vacancies created as a result of the second job award will not be posted for bid and shall be offered, by seniority, by the Transportation Manager or designee to any Bus Attendant not then riding an AM/PM combination route and accepted by him/her.
- h. A vacancy or new route not bid by an eligible Bus Attendant may be assigned by the Transportation Manager to any Bus Attendant not then riding a bus route bid and accepted by him/her.

i. A Bus Attendant bidding and accepting a vacancy or new route shall learn such route or combination of routes on employee's non-working time, without pay; provided, however, that such employee in learning same shall be accompanied by the Transportation Manager or designee if requested by the Bus Attendant.

12.2 Other Conditions - It is further expressly understood and agreed as follows:

a. No Bus Attendant shall be allowed more than one (1) A.M., one (1) P.M. or one (1) Noon Route or more than forty (40) hours per week.

b. Vacancies and/or new routes may be added to, deleted from, or changed at any time by the Transportation Manager, at his/her discretion.

ARTICLE XIII - BIDDING OF TEMPORARY VACANCIES FOR DRIVERS

13.1 Definition - A temporary vacancy of a driver's bid route(s) occurs when said driver is absent from work for a period of twenty (20) consecutive work days or more, or when it is established said driver will be absent from work for such a duration of time as to create operational inefficiencies as determined by the Transportation Manager or designee. For bidding purposes the temporary vacancy consists of all the driver's bid routes and combinations thereof. If the temporary vacancy also includes a noon route, such noon route will be bid as a separate temporary vacancy.

13.2 Bidding Procedure

a. Whenever a temporary vacancy exists, the temporary vacancy shall be posted on the bulletin board.

b. Bidding by Bus Drivers shall be in writing submitted to the Transportation Manager or designee within seven (7) calendar days from posting of such temporary vacancy.

c. Awarding of such a vacancy shall be by seniority of the Bus Driver eligible to bid, the greatest seniority first and the least seniority last.

d. A Bus Driver bidding and awarded a temporary vacancy shall be eligible to bid any regular vacancy or new route for the balance of the school year.

e. The temporary vacancy created as a result of the above temporary job award will not be posted for bid and shall be offered, by seniority, by the Transportation Manager or designee to any Bus Driver not then driving an AM/PM combination route and accepted by him/her.

f. A temporary vacancy not accepted by an eligible Bus Driver shall be assigned by seniority by the Transportation Manager or designee to any Bus Driver not then driving a bus route.

g. A Bus Driver accepting or assigned a temporary vacancy shall learn route(s) on such employee's non-working time, without pay; provided, however, that such employee in learning same may be accompanied by the Transportation Manager or designee if requested by the Bus Driver.

13.3 Reversion

a. When the absent driver returns to work and resumes the performance of duties, the Bus Driver who accepted the temporary vacancy will resume driving his/her former bid route(s). The employee who had been assigned by the Transportation Manager to assume the duties of the preceding driver, will likewise revert to his/her former position.

13.4 Other Conditions

a. A Bus Driver may not bid a temporary vacancy if said vacancy would require the Bus Driver to work more than eight (8) hours on any regularly scheduled school day.

b. Temporary vacancies may be added to, deleted from, or changed at the discretion of the Transportation Manager.

c. A Bus Driver accepting or assigned a temporary vacancy shall drive the vacancy for the duration of the temporary vacancy unless awarded a regular vacancy or new route through the bid process.

d. A Bus Driver accepting or assigned a temporary vacancy shall receive benefits based on his/her permanent bid route unless the temporary vacancy is less time than the driver's permanent bid route. Should the temporary vacancy be less time than the driver's permanent bid route, benefits shall not exceed the average driving time of the temporary vacancy as determined by the Transportation Manager. At no time shall a Bus Driver be given credit for driving time that would exceed his/her permanent bid route nor shall a Bus Driver be given credit for more time than actually driven.

ARTICLE XIV - BIDDING OF TEMPORARY VACANCIES FOR ATTENDANTS

14.1 Definition - A temporary vacancy of an attendant's bid route(s) occurs when an attendant is absent from work for a period of twenty (20) consecutive work days or more, or when it is established the attendant will be absent from work for such a duration of time as to create operational inefficiencies as determined by the Transportation Manager or designee. For bidding purposes the temporary vacancy consists of all the attendant's bid routes and combinations thereof. If the temporary vacancy also includes a noon route, such route will be bid as a separate temporary vacancy.

14.2 Bidding Procedure

a. When a temporary vacancy exists, the temporary vacancy shall be posted for bid on the bulletin board.

b. Bidding by Bus Attendants shall be in writing submitted to the Transportation Manager or designee within seven (7) calendar days from posting of such temporary vacancy.

c. Awarding of such a vacancy shall be by seniority of the Bus Attendant eligible to bid, the greatest seniority first and the least seniority last.

d. A Bus Attendant bidding and awarded a temporary vacancy shall again be eligible to bid any regular vacancy or new routes for the balance of the school year.

e. The temporary vacancy created as a result of the above temporary job award will not be posted for bid and shall be offered, by seniority, by the Transportation Manager or designee to any Bus Attendant not then working an AM/PM combination route and accepted by him/her.

f. A temporary vacancy not accepted by an eligible Bus Attendant shall be assigned by seniority by the Transportation Manager or designee to a Bus Attendant not assigned a bid bus route.

14.3 Reversion

a. When the absent attendant returns to work and resumes the performance of duties, the Bus Attendant who accepted the temporary vacancy will resume working his/her former bid route(s). The employee who had been assigned by the Transportation Manager to assume the duties of the preceding attendant, will likewise revert to his/her former position.

14.4 Other Conditions

a. A Bus Attendant may not bid a temporary vacancy if said vacancy would require the Bus Attendant to work more than eight (8) hours on any regularly scheduled school day.

b. Temporary vacancies may be added to, deleted from, or changed at the discretion of the Transportation Manager.

c. A Bus Attendant accepting or assigned a temporary vacancy shall work the vacancy for the duration of the temporary vacancy unless awarded a regular vacancy or new route through the bid process.

d. A Bus Attendant accepting or assigned a temporary vacancy shall receive benefits based on his/her permanent bid route unless the temporary vacancy is less time than the Bus Attendant's permanent bid route. Should the temporary vacancy be less time than the Bus Attendant's permanent bid route, benefits shall not exceed the average route time of the temporary vacancy as determined by the Transportation Manager. At no time shall a Bus Attendant employee be given credit for time that would exceed his/her permanent bid route nor shall a Bus Attendant be given credit for more time than actually worked.

ARTICLE XV - WAGES

15.1 Per Schedule B

15.2 Probationary Employee Rate - All part time Department employees on probationary status shall be paid a lesser job rate than shown on Schedule B.

15.3 Overtime - Any employee required by the Employer to work in excess of forty (40) hours in one calendar week shall be paid time and one half (1½) such employee's regular wage rate for each hour and portion thereof worked in excess of forty (40) hours.

15.4 Pay for Meetings - Employees, on non-working time, may be required to attend meetings, including but not limited to inspections, training or in-service. Employees may also attend non-mandatory meetings called by the Transportation Manager or may attend other meetings, sponsored by outside agencies or individuals, with the approval of the Transportation Manager. Employees shall receive their regular hourly pay for attendance at mandatory or optional meetings, if approved by the Transportation Manager.

15.5 Layover Pay - Any Bus Driver on an authorized field or activity trip for the Employer with a destination outside the geographical boundaries of the Dubuque Community School District shall receive the following pay rate as layover pay in lieu of such Employee's regular compensation, for each hour and portion thereof spent on layover time on each such trip: 2003/2004 and 2004/2005 @ \$6.00; and 2005/2006 and 2006/2007 @\$6.25.

"Layover Time" for purposes of this provision is defined as any time during such trip the Bus Driver is not required to drive the bus or stay with the bus by Employer's request.

15.6 Pay For Work On Holidays - Any Employee who is entitled to a paid holiday under this Agreement and who is required by the Employer to work on any such holiday shall receive time and one half (1½) such employee's regular wage rate for each hour and portion thereof.

15.7 Compensation for Training Service - Bus Drivers selected by the Employer to supervise probationary Bus Drivers on scheduled school days will be paid a stipend. The stipend will be paid on a semester basis determined by the Employer.

15.8 Other Pay - Bus Drivers required by the District to fill in as Bus Attendants will be compensated at their regular rate of pay for hours worked as Attendants.

Bus Drivers applying for a Bus Attendant opening may be issued a Bus Attendant contract and will be paid at the hourly rate of a Bus Attendant.

ARTICLE XVI - INSURANCES

16.1 Health Insurance

a. Health Insurance will be available to eligible Bus Drivers and Bus Attendants working five (5) days per week and who have a bid AM/PM combination route. Eligible Bus Drivers and eligible Bus Attendants enrolled in one of the Employer's Health Insurance Programs will be provided by the Employer with the following monthly contribution toward the cost of their selection of either a single or a family health insurance plan:

	2003/2004	2004/2005	2005/2006	2006/2007
Maximum Per Month Payment	\$145.00	\$150.00	\$155.00	\$160.00
Maximum Number of Employees	16	17	18	19
Maximum District Dollars	\$27,840	\$30,600	\$33,480	\$36,480

Prorated Payments if Necessary:

In each year of the Contract, the number of participating employees (maximum of 22 employees) shall be divided into the total dollar amount available to determine a prorated payment amount for the year, if proration is necessary. Refer to Appendix A.

b. Annual Sign-Up - There shall be an annual sign-up period for eligible Bus Drivers and Bus Attendants and the health insurance year for Bus Drivers and Bus Attendants shall start on October 1, of each Contract year and all eligible enrollees must sign-up by September 10 in order to participate in the District Health Insurance Program. No additional enrollees will be allowed to participate in the Health Insurance Program as stipulated in Article 16.1(a) after September 10 of any given Contract year.

c. If an eligible employee experiences "LIFE STATUS CHANGE" after the annual sign-up period, such employee would be eligible to enroll in the health insurance plan at 100% of the cost of the premium. The method of premium payment shall be determined by the District and employees may use the payroll deduction method if the employee has sufficient earnings to pay the required monthly premium amount. If earnings are not sufficient to pay any balance of insurance premiums due, payment of premiums shall be the responsibility of the individual employee and said payment must be received in the School District Business Office prior to the tenth (10th) day of each month for coverage to be effective for the ensuing month of coverage. Failure to pay the advance monthly premium by the due date shall cancel the insurance coverage and no re-admittance to the program will be allowed. It shall also be the responsibility of the individual employee to provide any and all information necessary for participation in the program. The method of premium payment shall be determined by the School District.

d. Flexible Benefit Provision - Eligible Bus Drivers and Bus Attendants working five (5) days per week and four (4) hours per day and having bid AM-PM combination routes, may pay their portion of health insurance premiums through the District's Flexible Benefit Plan under the provisions of Section 125 of the Internal Revenue Service Cafeteria Plan Legislation, if eligible employees have sufficient earnings from their normal bid AM-PM combination routes to exceed the premium cost of health insurance.

16.2 Dental Insurance

a. Dental Insurance will be available to eligible Bus Drivers and Bus Attendants working five (5) days per week and who have a bid AM/PM combination route. Eligible Bus Drivers and eligible Bus Attendants enrolled in the District Dental Insurance Program will pay one hundred percent (100%) of the cost of any single or family contract.

The cost of any premium for dental insurance coverage selected by an eligible employee shall be borne by the employee. The opportunity to purchase dental insurance shall continue for eligible employees until age sixty-five (65), if permitted by the insurer. The method of premium payment shall be determined by the District and the employees may use the payroll deduction method if the employee has sufficient earnings to pay the required monthly premium amount. If earnings are not sufficient to pay any balance of insurance premiums due, payment of premiums shall be the responsibility of the individual employee and said payment must be received in the School District Business Office prior to the tenth (10th) day of each month for coverage to be effective for the ensuing month of coverage. Failure to pay the advance monthly premium by the due date shall cancel the insurance coverage and no re-admittance to the program will be allowed. It shall also be the responsibility of the individual employee to provide any and all information necessary for participation in the program. The method of premium payment shall be determined by the School District.

b. Eligible Bus Drivers and Bus Attendants working five (5) days per week and four (4) hours per day and having bid AM/PM combination routes, may pay their portion of dental insurance premiums through the District's Flexible Benefit Plan under the provisions of Section 125 of the Internal Revenue Service Cafeteria Plan Legislation, if eligible employees have sufficient earnings from their normal bid AM/PM combination routes to exceed the premium cost of dental insurance.

16.3 Life Insurance

Employer provides \$5,000 term life insurance for all eligible employees for the 2003/2004 and 2004/2005 school years; and \$10,000 term life insurance for all eligible employees for the 2005/2006 and 2006/2007 school years.

ARTICLE XVII - HOLIDAYS

17.1 The Employer shall pay Bus Drivers and Bus Attendants working five (5) days per week, nine (9) months per year and who have been employed as such for more than twenty-two (22) working days the following holidays:

Thanksgiving Day
Day After Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day
New Year's Day
Good Friday

17.2 To be eligible for holiday pay, employees must have worked the full workday immediately preceding and following the holiday. Employees qualifying for paid bereavement or sick leave for the full workday immediately preceding and following the holiday, shall be entitled to holiday pay.

ARTICLE XVIII - PHYSICAL EXAMINATIONS

18.1 Bus Drivers and Bus Attendants shall be required to submit to all physical examinations required by the Employer or by the law.

a. The DOT physical examination for Bus Drivers shall be performed by the physician chosen by the Employer. The cost of the DOT physical and three-year tuberculin test will be paid in full by the Employer directly to the physician.

b. All new Bus Attendants, after initial employment, shall provide at the employee's expense, satisfactory medical evidence of physical fitness and freedom from communicable disease. Forms for such purpose shall be provided by the Employer.

c. All other continuing Bus Attendants shall fulfill the physical examination requirements every three (3) years. The Employer will pay the cost of the standard physical exam and three (3) year T.B. skin test conducted by a physician designated by the Employer. Any additional tests required by law to pass the physical will be paid by the employee.

ARTICLE XIX - LEAVES

19.1 Sick Leave

a. The Employer shall grant Bus Drivers and Bus Attendants working five (5) days per week, nine (9) months per year, sick leave for personal illness or injury according to the following schedule:

- (1) 10 Days the First year of employment
- (2) 11 Days the Second year of employment
- (3) 12 Days the Third year of employment
- (4) 13 Days the Fourth year of employment
- (5) 14 Days the Fifth year of employment
- (6) 15 Days the Sixth year and subsequent years of employment

Unused sick leave may be accumulated by Bus Drivers and Bus Attendants up to a maximum of 150 credit days for the 2003/2004 school year and 155 credit days for the 2004/2005, 2005/2006 and 2006/2007 school years.

b. The average number of hours per day worked by an employee as determined by the Transportation Department at the approximate beginning of each school year shall constitute one day of sick leave for purposes of this Article. Sick leave averages per day will not be changed unless an employee switches job assignments or bid positions are added to or deleted from with an effect of changing routes by more than 30 minutes per route.

c. Sick leave must be utilized by employees in not less than one hour increments.

d. Bus Drivers and Bus Attendants assigned routes during a scheduled summer school session shall be allowed use of accumulated sick leave benefits. There shall be no accumulation of additional benefits as a result of working a summer school session.

e. Any employee may be required to present medical evidence of sickness or injury for sick leave of three (3) consecutive workdays or more or in cases where the Administration suspects an abuse of sick leave.

f. An employee who has exhausted all accumulated sick leave and is unable to work due to personal illness or disability must make application for an extended leave of absence without pay for the duration of such illness or disability. The application for extended leave of absence must be directed to the Executive Director of Human Resource Services and submitted along with medical verification provided by a licensed physician. Medical verification must include an anticipated or estimated return to work date for the Employee. If an agreed upon date of return is established at the time that the leave is granted, the leave of absence shall be without loss of accrued employment benefits that were earned prior to the leave of absence. However, an employee who is on extended sick leave or workers' compensation leave for more than three hundred sixty-five (365) consecutive calendar days shall lose their bid route. Upon returning to work, the employee will be a substitute employee in their particular job classification and shall have a seniority right to bid on other routes as posted by the Department. There will be no accrual of benefits for the duration of the approved leave of absence due to sickness disability.

19.2 Bereavement Leave

a. The Employer may grant up to four (4) days leave of absence, with pay, in the event of the death of the employee's spouse, child, parent, brother, sister, mother/father-in-law, daughter/son-in-law or grandparent.

b. The Employer may grant up to two (2) days leave of absence, with pay, in the event of death of a foster child, stepchild or grandchild.

c. Employees may be granted up to one (1) working day leave of absence with pay in the event of death of a friend or relative outside the employee's immediate family as defined but with bonds so close that good taste demands attendance at the funeral.

19.3 Leave for Jury and Witness Duty

a. An employee required to perform jury duty or to appear and testify in any judicial proceeding during the employee's working time shall be granted leave for such purposes and shall receive the difference between the employee's normal compensation and the compensation received for such duty. Employees shall return to work for the remainder of their workday if they are dismissed or released from judicial proceedings, which occur in Dubuque County or a county seat within a 50 mile radius of Dubuque County or a county seat within a 50 mile radius of Dubuque, at least two (2) hours prior to the start of their next scheduled route start time. The employee shall provide to the employer a copy of the court document notifying the said employee of the requirement to report for jury duty or a copy of a subpoena if required to appear and testify in any judicial proceeding and verification of release time.

b. Bus Drivers initiating court action relative to the violation of a state bussing law and appearing in court for the prosecution of the violation on a non-working day shall be compensated for a minimum of two hours of regular pay. Any employee who is absent from work by reason of attendance at any court or administrative proceeding in which the employee is a litigant or party, or an officer, director, agent, or representative of a litigant or party shall receive no compensation from the Employer for such absence.

c. An Employee serving on a federal jury for an extended period of time (defined as four (4) months or more) may request that the School District pay the employee his/her normal compensation. The Employee would in turn reimburse the District for compensation received for serving an extended term in the federal court system.

19.4 Other Temporary Leave - Other temporary leaves of absence of five (5) days or more must be requested in writing and submitted to the Superintendent or designee. Such leaves may be granted at the discretion of the employer with or without pay.

19.5 Personal Leave - Each eligible Bus Driver and Bus Attendant will be allowed two (2) days with pay without accumulation, each school year for personal purposes. Personal Leave will be granted upon two (2) days written notice to the employee's immediate supervisor and approved by the Superintendent or designee. Only two (2) Bus Drivers and one (1) Bus Attendant will be granted personal leave on any day school is in session. The two (2) day advance notice requirement and two (2) Bus Drivers and one (1) Bus Attendant per day maximum may be waived for personal leave requests

judged as emergency situations by the Superintendent or designee. Personal leave shall be utilized in not less than full day increments, and must be used prior to the granting of any full day unpaid leave.

Any Bus Driver or Bus Attendant who chooses not to use one or both personal days during the school year, may submit a written request (Schedule D) to the Manager of Transportation by May 15 of the current school year to receive pay for these days. This pay will be added to the employee's last check of the school year.

19.6 Union Leave - Officers and representatives of the Teamsters Union may be granted a total of six (6) working days (without accumulation) leave, with pay, each school year for official Union business upon five (5) days advance written notice to the Superintendent or designee. When a substitute is hired to replace an employee using such leave, the Union will pay to the District the cost up to the hourly rate paid the employee on leave.

ARTICLE XX – PUBLIC EMPLOYER RIGHTS

20.1 See Section 20.7 of the Code of Iowa or the Iowa Public Employment Relations Act.

ARTICLE XXI - COMPLIANCE CLAUSES AND DURATION

21.1 Individual Contracts - Any individual contract of employment between the Employer and an employee covered by this Agreement shall not be inconsistent with the terms of this Agreement, and if any such individual contract is inconsistent with the terms of this Agreement, this Agreement, during its duration, shall control.

21.2 Separability - If any provision of this Agreement is determined to be contrary to law, then such provision shall not be valid and subsisting, but all other provisions of this Agreement shall remain in full force and effect.

21.3 Printing Agreement - Copies of this Agreement shall be printed, at the expense of the Employer, and a copy given to each employee covered by this Agreement. New employees shall receive a copy of the Agreement upon receipt of a contract or letter of appointment.

21.4 Notices - Whenever any notice is required to be given to either the Employer or the Union under this Agreement, either party may do so by telegram or letter at the following designated addresses:

The Employer: 2300 Chaney Road
Dubuque, IA 52001

The Union: 195 East 14th Street
Dubuque, IA 52001

21.5 Complete Agreement - This Agreement supersedes and cancels all previous agreements and practices between the Employer and the Union unless expressly stated to the contrary herein and constitutes the entire agreement between the parties, and concludes collective bargaining for its term. The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.


Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives any right which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

21.6 Duration - This Agreement shall be effective from July 1, 2003, and continue in full force and effect until June 30, 2007, provided, however, that this Agreement shall continue in effect for like periods thereafter unless either party gives the other party written notice not less than sixty (60) days prior to such expiration date or the expiration date of any renewal thereof of its desire to terminate or modify this Agreement.

GENERAL DRIVERS AND HELPERS
UNION, LOCAL NO. 421



Vice President/Business Agent

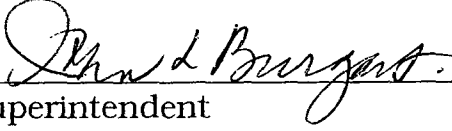

Union-Employee Representative

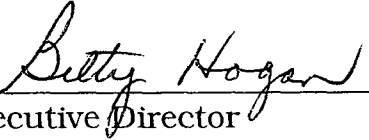

Union-Employee Representative

Feb 12 2003
Date

DUBUQUE COMMUNITY SCHOOL
DISTRICT


President, Board of Education


Superintendent


Executive Director

March 11, 2003
Date

APPENDIX

SCHEDULE A
GRIEVANCE REPORT FORM

Date Filed

Dubuque Community School District
Transportation Department

Distribution of Form

- ____ 1. Union (General Driver's &
Helper's Union, Local 421)
____ 2. Employee
____ 3. Appropriate Supervisor
____ 4. Superintendent/Designee

Name of Aggrieved Employee

STEP II

A. Date Violation Occurred _____

B. Section(s) of Contract Violated _____

C. Statement of Grievance* _____

D. Relief Sought* _____

Signature of Aggrieved Employee

Date

E. Disposition of Transportation Manager*

Signature of Transportation Mgr.

Date

F. Receipt of Step II Disposition

Signature of Aggrieved Employee

Date

SCHEDULE A (page 2)

STEP III

A. _____
Signature of Aggrieved Employee Date received by Executive Director
of Finance and Business Services
or Designee

B. Disposition by Executive Director of Finance and Business Services or
Designee*

Signature of Executive Director of Finance and
Business Services or Designee

Date

C. Receipt of Step III Disposition

Signature of Aggrieved Employee

Date

STEP IV

REQUEST FOR ARBITRATION

A. _____
Signature of President or Business Agent
General Driver's & Helper's Union, Local 421

B. _____
Date Received by Superintendent or Designee

*If additional space is needed, attach additional sheets.

SCHEDULE B

TRANSPORTATION DEPARTMENT PERSONNEL
DUBUQUE COMMUNITY SCHOOL DISTRICT
HOURLY SALARY RATES
Effective July 1, 2003 through June 30, 2007

Job Classification	2003/04	2004/05	2005/06	2006/07
Bus Driver	\$12.19	\$12.59	\$12.99	\$13.39
Bus Attendant	\$9.61	\$9.91	\$10.21	\$10.51

All employees on probationary status will receive the above scheduled rates less the following hourly adjustments:

Bus Drivers - Less \$.45 per hour

Bus Attendants - Less \$.25 per hour

SCHEDULE C
BUS DRIVERS AND BUS ATTENDANTS
TEAMSTERS LOCAL #421
DUES DEDUCTION AUTHORIZATION FORM
AUTHORIZATION FOR PAYROLL DEDUCTION FOR UNION DUES

Please Print

Mr. () SS# _____

Miss ()

Mrs. () _____

Last

First

Middle

Address _____

City _____

State _____

Zip _____

Building Where Employed _____

Position _____

I hereby authorize the Dubuque Community School District to deduct the total of \$ _____ for dues to be paid to the Teamsters Local 421.

It is understood that this authorization form will be submitted to the Employer's Payroll Department after completion of probationary status not later than twenty (20) days prior to the end of the month scheduled paycheck for the designated number of deduction periods unless revoked in writing. This authorization shall commence with the employee's last paycheck in September or any month October through May, if dues payments are to begin after the month of September, unless revoked in writing. Said revocation notice must be filed with the Employer's Payroll Office at least thirty (30) days prior to its effective date.

Date _____ Signature _____

-----Optional-----

Democrat Republican Independent Voter Education (DRIVE)

I subscribe, freely and voluntarily, the sum indicated below each month to DRIVE with the understanding that this voluntary contribution may be used by DRIVE for political purposes, including contributions to support candidates for local, state and federal offices.

I reserve the right in accordance with the applicable state or federal laws to revoke this voluntary authorization at any time by giving written notice of such revocation to National DRIVE in accordance with such laws.

Voluntary contribution (please check one): _____\$1.00 _____\$2.00 _____\$3.00
_____ Other _____ Not interested

Date _____ Signature _____

Original Copy - Payroll Dept.

SCHEDULE D

PERSONAL LEAVE REIMBURSEMENT
BUS DRIVERS AND BUS ATTENDANTS

I _____ do hereby request payment for one _____ or two _____
(please check) days in lieu of the use of my personal days.

I understand that such payment will be included in my last paycheck for the
current school year.

Date

Signature

APPENDIX A
to
Agreement Between the
International Brotherhood of Teamsters, Local 421, and
the Dubuque Community School District for the Period From
July 1, 2003 through June 30, 2004
Schedule of Prorated Insurance Amounts
Should Participation Number Exceed Base
Year Figures as Agreed by the Parties

Supplement to Master Contract - Article 16.1(a) and (b)

Dollars Available		\$27,840
Participants	1-16	\$145.00
Pro-Rata	17	\$136.00
	18	\$129.00
	19	\$122.00
	20	\$116.00
	21	\$110.00
Absolute Maximum	22	\$105.00

2003-2004

APPENDIX B
to
Agreement Between the
International Brotherhood of Teamsters, Local 421, and
the Dubuque Community School District for the Period From
July 1, 2004 through June 30, 2005
Schedule of Prorated Insurance Amounts
Should Participation Number Exceed Base
Year Figures as Agreed by the Parties

Supplement to Master Contract - Article 16.1(a) and (b)

Dollars Available		\$30,600
Participants	1-17	\$150.00
Pro-Rata	18	\$142.00
	19	\$134.00
	20	\$128.00
	21	\$121.00
Absolute Maximum	22	\$116.00

2004-2005

APPENDIX C
to
Agreement Between the
International Brotherhood of Teamsters, Local 421, and
the Dubuque Community School District for the Period From
July 1, 2005 through June 30, 2006
Schedule of Prorated Insurance Amounts
Should Participation Number Exceed Base
Year Figures as Agreed by the Parties

Supplement to Master Contract - Article 16.1(a) and (b)

Dollars Available		\$33,480
Participants	1-18	\$155.00
Pro-Rata	19	\$147.00
	20	\$140.00
	21	\$133.00
Absolute Maximum	22	\$127.00

2005-2006

APPENDIX D
to
Agreement Between the
International Brotherhood of Teamsters, Local 421, and
the Dubuque Community School District for the Period From
July 1, 2006 through June 30, 2007
Schedule of Prorated Insurance Amounts
Should Participation Number Exceed Base
Year Figures as Agreed by the Parties

Supplement to Master Contract - Article 16.1(a) and (b)

Dollars Available		\$36,480
Participants	1-19	\$160.00
Pro-Rata	20	\$152.00
	21	\$145.00
Absolute Maximum	22	\$138.00

2006-2007

DUBUQUE COMMUNITY SCHOOL DISTRICT

Biweekly Payroll Employees

Schedule of Paydays

2003-04 - Effective July 1, 2003

	Period	Payday	Number of Days This Period
July	1 - 11	July 25	9
	14 - 25	August 8	10
	28 - August 8	August 22	10
August	11 - 22	September 5	10
	25 - September 5	September 19	10
September	8 - 19	October 3	10
	22 - October 3	October 17	10
October	6 - 17	October 31	10
	20 - 31	November 14	10
November	3 - 14	November 26 (Wednesday)	10
	17 - 28	December 12	10
December	1 - 12	December 26	10
	15 - 26	January 9	10
	29 - January 9	January 23	10
January	12 - 23	February 6	10
	26 - February 6	February 20	10
February	9 - 20	March 5	10
	23 - March 5	March 19	10
March	8 - 19	April 2	10
	22 - April 2	April 16	10
April	5 - 16	April 30	10
	19 - 30	May 14	10
May	May 3 - 14	May 28	10
	17 - 28	June 11	10
	31 - June 11	June 25	10
June	14 - 30	July 9	13

DUBUQUE COMMUNITY SCHOOL DISTRICT**Biweekly Payroll Employees****Schedule of Paydays****2004-05 - Effective July 1, 2004**

	Period	Payday	Number of Days This Period
July	1 - 16	July 30	12
	19 - 30	August 13	10
August	2 - 13	August 27	10
	16 - 27	September 10	10
	30 - September 10	September 24	10
September	13 - 24	October 8	10
	27 - October 8	October 22	10
October	11 - 22	November 5	10
	25 - November 5	November 19	10
November	8 - 19	December 3	10
	22 - December 3	December 17	10
December	6 - 17	December 30 (Thursday)	10
	20 - 31	January 14	10
January	3 - 14	January 28	10
	17 - 28	February 11	10
	31 - February 11	February 25	10
February	14 - 25	March 11	10
	28 - March 11	March 24 (Thursday)	10
March	14 - 25	April 8	10
	28 - April 8	April 22	10
April	11 - 22	May 6	10
	25 - May 6	May 20	10
May	9 - 20	June 3	10
	23 - June 3	June 17	10
June	6 - 17	July 1	10
	20 - 30	July 15	9

DUBUQUE COMMUNITY SCHOOL DISTRICT

Biweekly Payroll Employees

Schedule of Paydays

2005-06 - Effective July 1, 2005

	Period	Payday	Number of Days This Period
July	1 – 15	July 29	11
	18 – 29	August 12	10
August	1 – 12	August 26	10
	15 – 26	September 9	10
	29 – September 9	September 23	10
September	12 – 23	October 7	10
	26 – October 7	October 21	10
October	10 – 21	November 4	10
	24 – November 4	November 18	10
November	7 – 18	December 2	10
	21 – December 2	December 16	10
December	5 – 16	December 29 (Thursday)	10
	19 – 30	January 13	10
January	2 – 13	January 27	10
	16 – 27	February 10	10
	30 – February 10	February 24	10
February	13 – 24	March 10	10
	27 – March 10	March 24	10
March	13 – 24	April 7	10
	27 – April 7	April 21	10
April	10 – 21	May 5	10
	24 – May 5	May 19	10
May	8 – 19	June 2	10
	22 – June 2	June 16	10
June	5 – 16	June 30	10
	19 – 30	July 14	10

DUBUQUE COMMUNITY SCHOOL DISTRICT

Biweekly Payroll Employees

Schedule of Paydays

2006-07 - Effective July 1, 2006

	Period	Payday	Number of Days This Period
July	3 – 14	July 28	10
	17 – 28	August 11	10
	31 – August 11	August 25	10
August	14 – 25	September 8	10
	28 – September 8	September 22	10
September	11 – 22	October 6	10
	25 – October 6	October 20	10
October	9 – 20	November 3	10
	23 – November 3	November 17	10
November	6 – 17	December 1	10
	20 – December 1	December 15	10
December	4 – 15	December 29	10
	18 – 29	January 12	10
January	1 – 12	January 26	10
	15 – 26	February 9	10
	29 – February 9	February 23	10
February	12 – 23	March 9	10
	26 – March 9	March 23	10
March	12 – 23	April 5 (Thursday)	10
	26 – April 6	April 20	10
April	9 – 20	May 4	10
	23 – May 4	May 18	10
May	7 – 18	June 1	10
	21 – June 1	June 15	10
June	4 – 15	June 29	10
	18 – 29	July 13	10